

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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| -----X | |
| GILEAD SCIENCES, INC., <i>et al.</i> , | : |
| | : |
| Plaintiffs, | : |
| | : |
| v. | : |
| | : |
| SAFE CHAIN SOLUTIONS, LLC, <i>et al.</i> , | : |
| | : |
| Defendants. | : |
| ----- | X |

Case No. 21-cv-4106-AMD-RER








**CONSENT JUDGMENT AND PERMANENT INJUNCTION
AS TO GOPESH PATEL AND VLS PHARMACY, INC.**

On consent Plaintiffs Gilead Sciences, Inc., Gilead Sciences Ireland UC, and Gilead Sciences, LLC (together, “Gilead”) and Defendants Gopesh Patel and VLS Pharmacy, Inc. (collectively, the “VLS Defendants”), and pursuant to Fed. R. Civ. P. 54(b), it is hereby **ORDERED, ADJUDGED, and DECREED:**

1. The VLS Defendants, and their employees, officers, directors, predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, are enjoined from importing, purchasing, selling, distributing, marketing, or otherwise using in commerce or commercially dealing in the United States any Gilead Products (as defined below), or assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in this paragraph, unless the VLS Defendants legally obtain said Gilead Products directly from one or more of Gilead’s Authorized United States Distributors as currently identified on Gilead’s website (*at* <https://www.gilead.com/purpose/medication-access/authorized-distributors>) or as so-identified by Gilead in the future, upon the VLS Defendants’ request.

2. The “Gilead Products” are defined as all products manufactured by or sold by Gilead or its subsidiaries in the United States, including but not limited to all products bearing anywhere any of the Gilead Marks, whether on the product itself or any of its packaging.

3. The “Gilead Marks” include the following:

| Trademark | Registration Number | Registration Date |
|---|---------------------|-------------------|
| GILEAD | 3251595 | June 12, 2007 |
|  | 2656314 | December 3, 2002 |
| GSI | 3890252 | December 14, 2010 |
| BIKTARVY | 5344455 | November 28, 2017 |
| DESCOVY | 4876632 | December 29, 2015 |
| DESCOVY FOR PREP | 5912591 | November 19, 2019 |
| 9883 | 5467392 | May 15, 2018 |
|  | 5636131 | December 25, 2018 |
|  | 5906177 | November 12, 2019 |
|  | 5030567 | August 30, 2016 |
|  | 5154303 | March 7, 2017 |
| TRUVADA | 2915213 | December 28, 2004 |
| GENVOYA | 4797730 | August 25, 2015 |
| ATRIPLA | 3276743 | August 7, 2007 |
| RANEXA | 3094007 | May 16, 2006 |
| VOSEVI | 5259592 | August 8, 2017 |
| STRIBILD | 4263613 | December 25, 2012 |
|  | 6031751 | April 14, 2020 |
| SOVALDI | 4468665 | January 21, 2014 |
|  | 5018106 | August 9, 2016 |
| 7977 | 4585257 | August 12, 2014 |

4. Nothing in this Consent Judgment and Permanent Injunction is or shall be construed as an admission, express or implied, by any party, including an admission of any liability, wrongdoing, or violation of law.

5. In addition to other remedies, including damages, for contempt of this Permanent Injunction, in the event of breach or violation of the terms of this Permanent Injunction by the VLS Defendants, or their employees, officers, directors, owners, predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, Gilead is entitled to a

preliminary and permanent injunction against the breaching conduct solely upon a showing of likelihood of success of establishing that such a breach occurred.

6. If a court of competent jurisdiction finds that any of the VLS Defendants have violated the prohibitions of this Consent Judgment and Permanent Injunction, Gilead is entitled at its election to either liquidated damages of one hundred times (100x) the U.S. Wholesale Acquisition Cost (“WAC”) price of the authentic product that any of the VLS Defendants sold (individually, or on its behalf by its principals, agents, attorneys, members, servants, employees, directors, officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries, or any other persons in active concert or participation with them in violating this Consent Judgment and Permanent Injunction) that violate this Consent Judgment and Permanent Injunction; or to Gilead’s actual, statutory, and punitive damages as may be permitted by law. In any action, regardless of which measure of damages Gilead selects, Gilead shall be entitled to recover its reasonable attorneys’ fees and investigatory fees incurred for finding and demonstrating that any VLS Defendant has violated this Consent Judgment and Permanent Injunction. Any liability would be joint and several amongst the VLS Defendants and their principals, predecessors, successors, and assigns.

7. Any and all claims and/or cross-claims, permissive or mandatory, that the VLS Defendants have asserted, may assert, or could assert in this Action against any other defendant are hereby assigned and transferred to Gilead.

8. This Consent Judgment is entered pursuant to Fed. R. Civ. P. 58, and this action is hereby dismissed with prejudice against the VLS Defendants only, without costs or attorneys’ fees, save that this District Court shall retain jurisdiction over this action, including over implementation

of, or disputes arising out of, this Consent Judgment or the settlement of this action with regard to the VLS Defendants.

DATED: July 13, 2022

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*Attorneys for Defendants Gopesh Patel
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IT IS SO ORDERED

HON. ANN M. DONNELLY, U.S.D.J.

Dated: _____, 2022

